

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
DETROIT DIVISION**

AHEAD IN THE CLOUD, LLC  
P.O. BOX 215  
GALION, OH 44833,

Plaintiff,

v.

DETROIT PUBLIC LIBRARY  
5201 WOODWARD AVENUE  
DETROIT, MI 48202,

Defendant.

Case No.:

JUDGE

**COMPLAINT FOR RECOVERY OF  
MONEY**

For its Complaint for Recovery of Money, Plaintiff Ahead in the Cloud, LLC, states as follows:

1. Plaintiff Ahead in the Cloud, LLC (“Ahead”) is a limited liability corporation located in Galion, Morrow County, Ohio. All of its members are citizens of the State of Ohio.
2. Defendant Detroit Public Library (“DPL”) is a municipal library established pursuant to Michigan Statute Chapter 397 with its principal place of business in Detroit, Wayne County, Michigan.

3. Jurisdiction is proper before this Court because there is diversity of jurisdiction between Plaintiff Ahead and Defendant DPL as well as the amount in controversy exceeds the sum of \$250,000.

4. Venue is proper before this Court because the actions complained about arose and occurred in Detroit, Wayne County, Michigan.

5. On or about March 3, 2022, Plaintiff Ahead and Defendant DPL entered into an agreement whereby Plaintiff Ahead would provide certain security, internet and computer equipment as well as installation of same to DPL, a copy of which Agreement is attached as Exhibit A.

6. Funding by DPL for the services to be provided by Plaintiff Ahead was to be supported from DPL funds as well as from the receipt and/or reimbursement to DPL of federal funds from the Universal Services Administrative Corporation (“USAC”) a non-profit company chartered to manage federal funds by the Federal Deposit Insurance Company, including funding for a program known as e-Rate Program.

7. The e-Rate Program provides funds for libraries to purchase and install internet services, communication services, security services and related matter. Plaintiff Ahead is an e-Rate approved contractor. As such, services provided by Ahead are eligible for reimbursement of costs to Defendant DPL from USAC.

8. As applied herein, Defendant DPL was to make payment to Plaintiff Ahead and then seek in whole or in part, reimbursement from USAC for costs incurred that are subject to reimbursement, pursuant to USAC rules, regulations and procedures.

9. The process for USAC reimbursement requires Defendant DPL to make application for reimbursement and receive same.

10. Pursuant to the Agreement entered into on March 3, 2022 (Exhibit A), Defendant DPL was to pay Plaintiff Ahead the sum of \$468,948.41 for all work performed.

11. Pursuant to their Agreement, Plaintiff Ahead provided all of the internet communications, security and other communications devices solicited by Defendant DPL and billed accordingly.

12. On or about April 21, 2023, Plaintiff Ahead submitted an invoice in the amount of \$122,370.97 of which, portions thereof were reimbursable from USAC to Defendant DPL, (Exhibit B).

13. On or about October 20, 2023, Plaintiff Ahead submitted an invoice in the amount of \$298,286.06 of which, portions thereof were reimbursable from USAC to Defendant DPL, (Exhibit C).

14. On or about February, 2024, Plaintiff Ahead received a payment from Defendant DPL in the amount of \$44,742.91 leaving a total amount due of \$375,914.12. This amount remains due and owing to Plaintiff Ahead from Defendant DPL.

15. Since November, 2023, Plaintiff Ahead has sent follow-up letters to Defendant DPL and sought information regarding the basis or reasons for non-payment. Letters dated November 28, 2023, January 17, 2024, January 22, 2024, March 19, 2024 and e-mail dated March 4, 2024 have all gone unanswered by Defendant DPL.

16. Defendant DPL has the right and authorization to certify the amounts due Plaintiff Ahead to USAC for payment and/or reimbursement from USAC but to the best of Plaintiff Ahead's knowledge and belief, has never done so.

17. Regardless of whether Defendant DPL has sought payment and/or reimbursement from Defendant USAC, the obligation to make payment to Plaintiff Ahead is due and owing from Defendant DPL to Plaintiff Ahead and has not occurred.

18. Accordingly, there is currently due and owing the sum of \$375,914.12 payable to Plaintiff Ahead from Defendant DPL.

19. Defendant DPL's failure to make payment to Plaintiff Ahead constitutes a breach of the contract entered into by the parties (Exhibit A).

WHEREFORE, Plaintiff Ahead seeks judgment against Defendant DPL as follows:

- a. Judgment in the amount of \$397,914.12;
- b. Interest, costs, and any other fees and expenses allowed by contract and/or law; and
- c. For the costs of this action.

Respectfully submitted,

/s/ Philip S. Heebsh

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